

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE

H & F Aviation, Inc. and  
Joseph L. Frisolone

v.

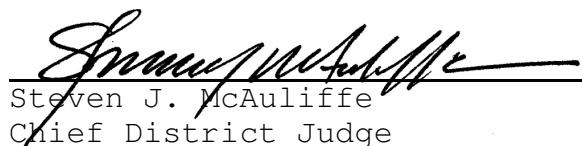
Case No. 06-cv-135-SM

Keyson Enterprises, Inc.,  
Keyson Airways Corporation,  
William Krivsky, Individually,  
and Holly Frenzel, Individually

ORDER

Re: Document No. 49, Motion to Enforce Settlement, filed by  
H & F Aviation, Inc., et al.

Ruling: A trial court may not either summarily enforce or summarily refuse to enforce a settlement agreement, particularly if material facts are in dispute as to the validity or terms of the agreement. Here, defendants seem to suggest a dispute as to the appropriate remedy under the preliminary settlement agreement's terms in the event of a failure to obtain timely commercial financing to support part of the agreement, as has apparently occurred. An evidentiary hearing might be necessary, as the referenced terms may prove ambiguous, and a hearing with respect to the "preliminary" agreement's enforceability would seem unavoidable. See generally, Bandera v. City of Quincy, 344 F.3d 47 (1st. Cir. 2003). The pending motion to substitute party defendant (doc. no. 51) is granted. The clerk will schedule a hearing on the motion to enforce settlement as the court's docket allows, after 30 days from the date of this order. Counsel are encouraged to resolve the matter in the interests of their respective clients, particularly given the difficulties occasioned by Mr. Krivsky's passing.

  
Steven J. McAuliffe  
Chief District Judge

Date: February 2, 2007

cc: All Counsel of Record